

The following is an example of the type of agreement that could be executed by municipalities seeking to pool homeland security funding. EOPS makes no representations or assurances that use of this sample agreement or portions thereof offers legal protection for your city or town. No agreement should be executed by a city or town without consulting local legal counsel.

AGREEMENT BETWEEN THE TOWNS OF (fill in names of participating cities and towns)

WHEREAS, the Town/City of (fill in the name of participating city or town), located at (fill in address of town or city hall) and the Town(s)/City(s) of (fill in the name of participating city(ies) or town(s)) located at (fill in address of town(s) or city hall(s)) desire to enter into an agreement to pool FFY 2004 Massachusetts Homeland Security Local Preparedness Grant funding received through the Executive Office of Public Safety (EOPS) from the Department of Homeland Security to maximize the effectiveness of such grants for the participating cities' or towns' region;

WHEREAS, the issues involving homeland security are multi-jurisdictional and involve multiple disciplines of public safety responders;

WHEREAS, pooling of homeland security funding by individual cities and towns encourages regional cooperation on issues of homeland security and encourages coordinated and comprehensive regional approaches;

WHEREAS, pooling of homeland security funding by individual cities and towns allows for the collective purchase of critical assets necessary for the region and avoids duplication of efforts;

NOW THEREFORE, (insert the names of the participating cities and towns) wish to enter into an agreement to pool 2004 homeland security funding to make collective purchases and do hereby mutually agree as follows:

1. On behalf of the parties to this agreement, (insert the name of the lead city or town) shall submit to EOPS Programs Division, a collective budget and plan for expending the pool of Homeland Security Local Preparedness Grant funding. The collective budget and plan shall be consistent with all requirements of the FFY 2004 Homeland Security Grant Program requirements and the State Homeland Security Strategy.
2. Upon receipt of FFY 2004 Local Preparedness Grant funding from EOPS, these funds shall be forwarded to the treasurer of (insert the name of the city or town) for deposit in a separate account to be maintained by said city or town's treasurer. No expenditure may occur unless approved in writing by all parties to this agreement, and all

expenditures must be allowable under the grant program guidelines and consistent with the pre-approved budget.

3. Each party to this agreement shall be equally accountable for meeting program requirements and complying with state and federal grant guidelines, rules and regulations. The city or town assuming responsibility for administering the collective funds shall maintain records as established by generally accepted accounting practices and shall provide access to such records to all participating parties and EOPS.

4. Upon purchase of equipment that is to be utilized by all parties to this agreement, (*insert the name of a city or town*) shall be responsible for storage and safety of the equipment as well as ensuring that the equipment is maintained, properly registered (if applicable), insured (if applicable) and equally available and accessible to all the participating parties.

5. Nothing in this Agreement shall affect the statutory or common law authority of the parties nor shall this Agreement limit or enhance the respective liabilities and immunities of the parties. Further, this Agreement shall not be construed as creating any right or benefit, substantive or procedural, enforceable at law or in equity, by any person or entity against (*insert the names of the participating cities and towns*), the Commonwealth or EOPS.

6. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the Agreement, and to that end the provisions of this Agreement are declared to be severable.

7. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind either of the parties hereto.

8. This Agreement will become effective when signed by all parties. The Agreement may be amended at any time by mutual written agreement of the parties. Either party may terminate this Agreement by providing thirty days (30) written notice to the other party.

The undersigned hereby execute this Memorandum of Agreement on half of (*insert the names of the participating cities and towns*).

DATED this _____ day of _____, 2004.

By: _____

By: _____